RECEIVERS—BONDS—LIABILITY OF SURETY—GOOD FAITH—LESTER v. LAWYERS' SURETY CO., 63 N. Y. Sup. 804 (App. Div.).—An action, based on a receiver's disobedience of an order of the appellate court requiring him to pay out money, was brought against the surety on the receiver's bond. *Held*, that the defendant may show excuse for the apparent disobedience. Van Brunt, P J., and McLaughlin, J., dissenting.

When a receiver disobeys an order of court, his surety cannot be held liable unless by express terms to such orders he is brought himself into privity with his principal. *Thompson* v. *McGregor*, 81 N. Y. 592; *Douglass* v. *Howland*, 24 Wend. 25. The surety escaped by showing that previous to the order of the Appellate Court the receiver had paid the money in pursuance of an order of the trial court, which the Appellate Court reversed. *Lovett* v. *Ger. Ref. Church*, 12 Barb. 67; *Simpson* v. *Hornbeck*, 3 Lans. 53. Whether or not said payment was made in good faith is a question for the jury.

SLANDER—PROVINCE OF JURY—FRIEDBURG v. NUDD, 60 Pac. Rep. (Kan.) 476.—*Held*, in an action for slander, that the province of the jury extends not only to determining the language used, but also to construing what it means, and instruction is error to the effect that if the jury find certain words were used, then they must find slander therefrom. The entire question is held one of fact. *Royce* v. *Maloney*, 5 Atl. (Vt.) 395; *Riddell* v. *Thayer*, 127 Mass. 487; *Vanderlip* v. *Roe*, 23 Pa. St. 84. But this doctrine is qualified, Judge Starrett dissenting, in *Ry. Co.* v. *McCurdy*, 8 Atl. (Pa.) 230.

STATUTE OF LIMITATIONS—BURDEN OF PROOF—GUPTON v. HAWKINS, 35 S. E. 229 (N. C.).—Where in an action on a bond the statute of limitations was pleaded as a defense. *Held*, the burden of proof is on the plaintiff to prove that the statute has not run. *Grant* v. *Burgwyn*, 84 N. C. 560; *Brice* v. *Brice*, 2 Ind. 87.

STATUTES OF LIMITATION—WHICH GOVERNS—STATUTORY LIABILITIES—BRUNSWICK TERM. CO. v. NAT. BANK OF BALTIMORE, 99 Fed. Rep. 635.—*Held*, in an action brought in Maryland v. defendant bank as a stockholder in an insolvent Georgia bank on a liability created by statute, the Georgia statute of limitations and not the Maryland one governs. Brawley, J., dissenting. The general rule is that the lex fori controls the remedy, and the statute of limitations pertains to the remedy. The statute of the State, therefore, in which the action is brought applies. But where the liability is purely a statutory one, it apparently forms an exception to the rule. The *Harrisburg*, 119 U. S. 199; *Hlash* v. *Conn.*, 109 U. S. 371; *Fennell* v. *Southern Kas. R. R.*, 33 Fed. Rep. 427, seems to indicate this. It is clear that no action can be maintained anywhere on such a liability when the statute has run against it in the State giving it. *Krogg* v. *A. & W. P. R. R.*, 77 Ga. 202; *Eastwood* v. *Kennedy*, 44 Md. 563; *Halsey* v. *McLean*, 12 Allen (Mass.) 439; *P. R. R.* v. *Hine*, 25 Ohio St. 629. So it seems only fair, as this case holds, to compensate for this restriction by allowing the action to be maintained till it is barred in the State creating it.

TRADE-MARK — CORPORATE NAME—EXCLUSIVE RIGHT—HYGEIA DISTILLED WATER CO. v. HYGEIA ICE CO., 45 Atlan. 957 (Conn.). — The plaintiff had adopted the word "Hygeia" as a trade-mark to designate its product of distilled water and beverages made therefrom. The defendant adopted the same word to designate its products and was sued by the plaintiff for infringement. *Held*, that the defendant could be enjoined.

This case is peculiar, in tha tthe word "Hygeia" permits of two separate and distinct meanings. The word originally was used as the name of a mytho-